

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EMOJI COMPANY GmbH,)
Plaintiff,) Case No. 21-cv-1739
v.) Judge: Hon. John Robert Blakey
THE INDIVIDUALS, CORPORATIONS,) Magistrate Judge Jeffrey Cole
LIMITED LIABILITY COMPANIES,) JURY TRIAL DEMANDED
PARTNERSHIPS, AND)
UNINCORPORATED ASSOCIATIONS)
IDENTIFIED ON SCHEDULE A HERETO,)
Defendants.)

DECLARATION OF ROGER BLOXBERG

I, Roger S. Bloxberg, declare that:

1. I am Chief Executive Officer of PlanetArt, LLC (“PlanetArt”), and I have personal knowledge of the facts set forth in this Declaration.
2. PlanetArt is located in Calabasas, California, and is a leading print-on-demand and make-on-demand company in the personalized-products industry. The company develops and operates eight ecommerce sites and eight mobile apps for iOS and Android, all with the vision of allowing consumers to forge closer, more meaningful relationships with family and friends.
3. PlanetArt is unique in its space with a large emphasis on mobile transactions and a presence in over ten countries, including the US, the UK, France, Germany, Italy, Spain, Ireland and the Netherlands.
4. In September of 2020, PlanetArt acquired the assets of Louisville, Kentucky-based CafePress (CafePress.com), one of the world’s best-known ecommerce platforms, making PlanetArt one of the fastest growing business in the personalized-products space.

5. CafePress was founded in 1999. Originally based in San Mateo, California, it moved to Louisville 2012. CafePress was at one time a publicly traded company and is now part of PlanetArt's global business.

6. PlanetArt has approximately 500 employees and annual revenue of more than \$400 Million.

7. Information about the history of CafePress is readily available to an internet search. For example, the Wikipedia article attached hereto as Exhibit 1 summarizes CafePress' changes in ownership over the last twenty years. (Wikipedia Article, Ex. 1.) As another example, Bloomberg (among other outlets) covered PlanetArt's recent acquisition of CafePress. (Bloomberg Article, Ex. 2.) CafePress maintains social media accounts on Facebook, Instagram, and Pinterest, among other platforms. I am not aware of any effort by either CafePress or PlanetArt to conceal their identity, either before PlanetArt acquired the CafePress brand or after; CafePress' identity is a key part of the CafePress brand, and CafePress wants more consumer recognition, not less.

8. The CafePress marketplace website can be found at cafepress.com (for United States consumers). It offers consumers the ability to purchase a wide variety of gifts, including officially licensed items, or create their own:



A printout of the CafePress home page as of May 24, 2021 is attached hereto as Exhibit 6.

Publicly available WHOIS reports for the cafepress.com domain name readily identify PlanetArt as the owner of the domain, and indicate the website host is in Seattle. (WHOIS Report, Ex. 5.)

9. CafePress is an official licensee of many brands; there is an “officially licensed” section of the website which includes brands such as Warner Brothers, Hasbro, Marvel, and Peanuts.

10. CafePress has a license from JoyPixels, formally called EmojiOne, to sell what JoyPixels describes as “Our flagship Unicode-compatible signature emoji.” (See <https://www.cafepress.com/+joypixels+gifts>.) A user who searches for “emoji” on the CafePress website will be redirected to the JoyPixels section of the website.

11. JoyPixels has their very own emoji designs, which PlanetArt also offers for sale on its Amazon store. These are not counterfeit items; they are designs and pictures owned and officially licensed from JoyPixels. (See <https://www.joypixels.com/>.)

12. The CafePress website has Terms of Service for both its users and sellers. The Terms of Service for users can be found at <https://www.cafepress.com/p/terms-conditions>, and a copy is attached hereto as Exhibit 3. The Terms of Service for sellers can be found at <https://www.cafepress.com/p/seller-terms>, and a copy is attached hereto as Exhibit 4. These Terms of Service are easily accessible from the footer of the CafePress website.

13. The Terms of Service state the users represent and warrant that they own or have a license for any content that they use, prohibit the use of third parties’ intellectual property without authorization, and provide instructions for intellectual property owners on how to report an intellectual property violation. (Exs. 3 and 4.) The footer of the CafePress website also

contains a link for reporting intellectual property violations. CafePress' Terms of Service even state that repeat violators of CafePress intellectual property policies may be terminated. (Id.)

14. While PlanetArt is a global company, PlanetArt's primary banking accounts (including those that hold the money generated by PlanetArt's CafePress brand) are in the United States.

15. In the past 30 days, CafePress has less than \$1000 in sales of products with the word "emoji" as a descriptor in the caption, across all platforms, not just the CafePress Amazon store.

16. PlanetArt first became aware of this lawsuit when it received a Bloomberg docket notification on May 17, 2021, which alerted Planet Art to the Preliminary Injunction obtained by Emoji Company GmbH ("Emoji Co.").

17. PlanetArt is not aware of any efforts by Emoji Co. to contact PlanetArt, or any person at PlanetArt, prior to May 17, 2021, either to inform PlanetArt about the lawsuit, serve any agent for service, or notify PlanetArt about any issues Emoji Co. had with items sold on any PlanetArt site.

18. PlanetArt has a content usage team for its CafePress brand, at cup@cafepress.com that allows users to report content they believe infringes their intellectual property.

19. PlanetArt is not located in China and does not sell counterfeit products.

20. PlanetArt learned on Friday May 21, 2021, that despite the JoyPixels license, Emoji Co. was able to seize the entire CafePress Amazon account, and Amazon is now withholding approximately \$547,099 in seized funds attributed to all of CafePress sales, not just the licensed JoyPixel's emoji items.

I declare under penalty of perjury that the foregoing is true and correct.

By:



Roger S. Bloxberg, Chief Executive Officer
PlanetArt, LLC

Dated: May 25,, 2021

CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, I electronically filed the foregoing **DECLARATION OF ROGER BLOXBERG** with the Clerk of Court using the CM/ECF system, which will send notification of such filings to all counsel of record.

Dated: May 26, 2021

/s/ Cameron M. Nelson

Exhibit 1

WIKIPEDIA

CafePress

CafePress, Inc. is an American online retailer of stock and user-customized on demand products. The company was founded in San Mateo, California, but is now headquartered in Louisville, Kentucky along with its production facility. In 2001, CafePress.com won the People's Voice Webby Award in the Commerce category.

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Business model

CafePress.com sells T-shirts, bags, mugs, wall clocks, calendars, and a myriad of other products.^[1] Customers can upload their own graphics design, logo or text, which will be added to the product by

CafePress. CafePress.com also offers print on demand services for wall art and stationery. The site also allows the user to have a virtual CafePress "shop" including an online storefront and website hosting, order management, fulfillment,

payment processing, and customer service.



Logo used until 2008.

CafePress, Inc.

	
Type	Subsidiary
Industry	E-commerce
Founded	1999
Founders	Fred Durham Maheesh Jain
Headquarters	Louisville, Kentucky, USA
Key people	Fred Durham (CEO)
Products	Custom products
Parent	PlanetArt

CafePress.com

Type of site	Online shopping
Available in	English language
Owner	CafePress, Inc.
Registration	Required to buy and sell
Launched	1999

History

CafePress, Inc. was founded as a privately owned company in 1999 by Fred Durham and Maheesh Jain.^{[2][3]} As of February 2006, the site hosts over 2.6 million online shops with over 200 million products. As of March 2011, CafePress.com has more than 13 million members and over 325 million products are available on the site.

In July 2008, CafePress acquired the specialist photographic art printing business Imagekind,^[4] and in September 2010 acquired photo-to-canvas company Canvas On Demand to their platform of brands.

In June 2011, CafePress filed with the SEC to raise up to \$80 million in an initial public offering.^[5]

On March 29, 2012, CafePress debuted at \$19/share on the NASDAQ under ticker symbol PRSS. The stock hit an intra-day high of \$22.69/share.^{[6][7]}

On April 30, 2012, CafePress announced that it would move its corporate headquarters to Louisville, Kentucky from San Mateo, California.

On September 28, 2018, Snapfish agreed to acquire CafePress for approximately 25 million dollars.

In February 2019, CafePress suffered a data breach. The exposed data included 23 million unique email addresses with some records also containing names, physical addresses and phone numbers.

On September 01, 2020, it was announced that PlanetArt had acquired CafePress from Snapfish/Shutterfly.^[8]

Brands

CafePress, Inc. has its flagship brand, CafePress.com. CafePress, Inc. also partners with other businesses to provide licensed content on their site, and power online custom shops for large companies, such as ABC, Urban Outfitters, and Peanuts Worldwide.

References

1. Schofield, Jack (18 August 2008). "Cafepress: Get your customised badges, tops and thongs here" (<https://www.theguardian.com/technology/2008/aug/18/cafepress/print>). *The Guardian*. London. Retrieved 2008-08-18.
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3. "CafePress Inc. » About Us » Team" (<https://web.archive.org/web/20170203080832/http://cafepressinc.com/about/team/>). Archived from the original (<http://cafepressinc.com/about/team/>) on 2017-02-03. Retrieved 2017-01-30.
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5. "Form S-1 Registration Statement - CafePress, Inc" (https://www.sec.gov/Archives/edgar/data/111773/000119312511162782/ds1.htm#toc187703_102). Retrieved 10 June 2011.
6. "NASDAQ Welcomes CafePress Inc. to the NASDAQ Global Select Market(R)" (<http://www.nasdaq.com/article/nasdaq-welcomes-cafepress-inc-to-the-nasdaq-global-select-marketr-20120329-00849>). Retrieved 30 March 2012.
7. Mendonca, Jochelle (29 March 2012). Eluvangal, Sreejiraj (ed.). "Online retailer Cafepress soars on market debut" (<https://www.reuters.com/article/us-cafepress-ipo/online-retailer-cafepress-soars-on-market-debut-idUSBRE82S0XC20120329>). *Reuters*. Retrieved 30 March 2012.
8. "PlanetArt Acquires CafePress from Shutterfly" (<https://www.businesswire.com/news/home/20200901005940/en/PlanetArt-Acquires-CafePress-from-Shutterfly>). *Businesswire*. 1 September 2020. Retrieved 13 October 2020.

External links

- Official website (<http://www.cafepress.com/index.aspx>)

Retrieved from "<https://en.wikipedia.org/w/index.php?title=CafePress&oldid=1019615930>"

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Exhibit 2

Business

PlanetArt Acquires CafePress from Shutterfly

September 1, 2020, 12:24 PM CDT

PlanetArt Acquires CafePress from Shutterfly

Business Wire

CALABASAS, Calif. -- September 1, 2020

Regulatory News:

PlanetArt[®], a subsidiary of Claranova Group (Paris:CLAA), announced today that it has acquired the assets of CafePress[®] from Shutterfly[®] LLC's Snapfish[®] business unit. Based in Louisville, Kentucky and developer of one of the world's best known ecommerce creation platforms, CafePress brings a new growth engine to PlanetArt, already one of the fastest growing businesses in the personalized products space.

"We are pleased to have had the opportunity to collaborate with our friends at Shutterfly/ Snapfish on this deal," said Roger Bloxberg, PlanetArt's Chief Executive Officer. "We're looking forward to the many synergies that will result from what is truly an outstanding complement to our existing brands. In particular, we will be the beneficiaries of an amazing group of experienced and talented team members in every area of development, marketing and merchandising."

While a modern technology stack with numerous unique characteristics, the CafePress brand itself dates back all the way to 1999, making it one of the earliest companies in the personalized products space. From T-shirts to mugs to tote bags, CafePress' products are developed almost entirely by third-party content contributors and are sold on a combination of CafePress' own sites, operating in the United States, Canada, the United Kingdom and Australia, and custom stores that can be set up by any user.

The acquisition adds Canada and Australia to the geographies into which PlanetArt sells, as well as a host of product categories in which the company's brands have only dabbled until now, notably many categories in the apparel space.

"Most importantly," continued Bloxberg, "CafePress gives PlanetArt a battle-tested marketplace orientation and all of the exciting benefits that such a system provides, including hundreds of thousands of content contributors worldwide. Notably, CafePress comes with a best-of-breed technology toolset that will make it possible to bring a marketplace facility to many of our other brands."

"We are pleased to have closed this acquisition," said Jim Hilt, President of Shutterfly, "as we believe PlanetArt is uniquely positioned to offer the focus and investment that can return the CafePress brand to sustained growth. PlanetArt has strong capabilities and a long track record of success in the personalized products market. We believe that the combination of CafePress' talented team and PlanetArt's infrastructure and experience will drive strong performance."

In addition to product diversification and geographical expansion, the CafePress acquisition will accrue a third advantage to PlanetArt, putting the company in an enviable position as licensee of hundreds of high-profile properties. CafePress has been the licensee of properties from Marvel, Hasbro and many others. These properties are used to create unique content that is easily applied to a large assortment of engaging merchandise.

The financial aspects of the deal will remain private.

For more information, visit CafePress.com, CafePress.ca, CafePress.co.uk or CafePress.com.au.

Financial calendar:

September 30, 2020: Publication of the 2019-2020 annual results

About PlanetArt:

PlanetArt is a leading technology platform in the personalized products industry. Founded in 2010, the company develops and operates more than a dozen ecommerce sites and mobile apps for iOS and Android, including FreePrints™, Personal Creations®, SimplytoImpress® and Gifts.com®. All of the company's brands support the vision of allowing consumers to forge closer, more meaningful relationships with family and friends. PlanetArt is unique in its space with a large emphasis on mobile transactions and a presence in 11 countries.

About Claranova:

A high-growth technology group, Claranova is an international player that is firmly positioned in the long term, drawing on resilient business models for high-growth potential markets. As the leader in personalized e-commerce (PlanetArt), Claranova also sets itself apart through its technological expertise in software publishing (Avanquest) and the Internet of Things (myDevices). These three business divisions share a common vision: simplify access to new technologies using reliable solutions, combining innovation and ease of use. Drawing on this vision, for the past five years Claranova has enjoyed an average annual growth trajectory of over 30% while improving its profitability, both through organic and external growth.

For more information on the Claranova group:

[https://www.claranova.com](http://www.claranova.com) or https://twitter.com/claranova_group

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Exhibit 3



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Terms of Use

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Our mobile apps require that you register and set up a user account to use the Services. We make registration optional by way of a Guest Checkout option, if you prefer. By registering or otherwise accessing, downloading, installing, using and/or partaking of the Services, you represent and warrant that (a) you are at least eighteen (18) years of age and (b) you have provided us with true, accurate and current information about yourself during the registration process (including, without limitation, your name and valid email address). You acknowledge that erroneous information may lead to an inability for you to complete your transaction. You represent and warrant that you will provide and maintain true, complete and current account information, and keep your email address and phone number valid as long as your account remains active. Registration data and other information that you provide are governed by our Privacy Policy. You may not access or use the Services in any manner if you are younger than eighteen (18) years old. By providing your contact information to us, you agree that we may contact you in connection with your account and/or orders.

You are solely responsible for all activities that occur under your account and for ensuring that you exit or log out of your account at the end of each session of use. Your password is confidential, and you may not give it to anyone else. You will notify us immediately of any unauthorized use of your account or password or any other breach of security that is known or suspected by you.

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Certain of the Services are available via a mobile device, which may include, without limitation (a) the ability to upload content to the Services, (b) the ability to browse the Services and (c) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent to which you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your carrier, and it may be the case that not all Mobile Services work

4.2 ★★★★☆

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tes. By using the Mobile Services, you acknowledge and agree that certain information may be communicated to us.

Your Content

We are in the business of offering personalized products (the "Products"). The Products sometimes require information that you provide, including, without limitation, text, photographs or images ("Your Content"). The Services and the Products are for your personal use only. You may not reproduce, duplicate, copy, sell, resell or otherwise exploit any part of the Services or Products except as permitted by these Terms, and you may not access or use the Services for any commercial purpose whatsoever. Any use of the Services other than as expressly authorized in these Terms is strictly prohibited. All rights not expressly granted in these Terms are hereby expressly reserved by us.

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We reserve the right to reject any or all of Your Content if we determine, in our sole discretion, that Your Content is inappropriate or otherwise inconsistent with the exercise of good judgment. For example, and without limitation, we may reject any of Your Content that we believe would fall within the Prohibited Uses of the Services set forth below.

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You acknowledge and agree that the Services contain software and content ("Our Intellectual Property") that is protected by copyright, patent, trademark, trade secret and/or other laws, regulations and rules and is owned by us and/or our licensors or affiliates.

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4.2 ★★★★☆

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Customer Reviews

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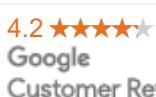
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1. For any other purposes whatsoever without the prior express authorization of its owner;
2. Except solely as incorporated into a Product, or otherwise download it in its original, unaltered form outside the Service;
3. In any manner that would violate the Prohibited Uses of the Services section of these Terms; or
4. As a trademark, service mark, or logo.

Prohibited Uses of the Services

You are solely responsible for Your Content that you Transmit via the Services. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates these Terms, including, without limitation, removing any offending content from the Services, suspending or terminating any account of such violator(s) and reporting such violator(s) to appropriate law enforcement authorities. As a condition for accessing and using the Services, you agree not to use the Services to:

1. Transmit any content that (a) is unlawful, threatening, abusive, harassing, tortious, violent, defamatory, libelous, slanderous, vulgar, obscene, pornographic (involving minors or otherwise), hateful or abusive, or otherwise similarly objectionable, (b) portrays any person depicted therein in a manner that a reasonable person would find offensive or portrays any person [1] in connection with pornography, "adult videos," adult entertainment venues, escort services, dating services, or the like, [2] in connection with the advertisement or promotion of tobacco products, [3] as suffering from, or medicating for, a physical or mental ailment, or [4] engaging in immoral or criminal activities, (c) poses or creates a privacy or security risk to any person, (d) constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, contests, sweepstakes or any other form of solicitation, (e) characterizes any unlawful or immoral activity as acceptable, glamorous or desirable, (f) glamorizes the use or "hard-core" illegal substances or drugs, (g) denigrates or offends any ethnic, racial, sexual or religious group, or persons who are physically or mentally challenged, (h) makes inappropriate use of swastikas or other symbols of racism or intolerance and/or glamorizes the actions of Hitler or other individuals or groups advocating ethnic cleansing, genocide, the erasure or destruction of a country, civilization or ethnic group, or similar activities, (i) uses messages, marks or symbols that support cults or conspiracy theories that have been disproven or that are rooted, in whole or in part, in intolerance or (j) contains images or likeness of minors without the valid authority to do so;
2. Harass another person by any means including, without limitation, by using their email account, address or password, or falsely state or otherwise misrepresent your affiliation with any person or entity;
3. Violate any applicable local, state, national or international law, regulation or rule;
4. Transmit or make available any content that you do not have the lawful right to Transmit, that would infringe the intellectual or proprietary rights of any third party (including, without limitation, copyright, trade secret, trademark, service mark or patent rights), or that would violate any person's right of privacy or publicity;
5. Engage in any conduct that would interrupt, destroy, limit or harm the Services or enable you to gain unauthorized access to the Services, including, without limitation, by using viruses, Trojan horses, worms or malicious computer code, programs or files;
6. Reproduce, copy, sell, or commercially use (including, without limitation, the right to access) the Services;
7. Solicit personal information from anyone under the age of eighteen (18);



It email addresses or other contact information of other users from the Services by other means; or

9. Further or promote any criminal activity or provide instructional information about illegal activities.

In case of any violation of the above Terms, and without limitation, we reserve the right to terminate your account and/or block you from accessing the Services and disclose any information if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests, (b) enforce these Terms, (c) respond to claims that any content violates the rights of third parties or (d) protect the rights, property, or personal safety of us, our users or the public..

Information You Provide

Any questions, comments, suggestions, ideas, feedback or other information about the Services ("Submissions") provided by you to us are non-confidential, and we will be entitled to the unrestricted use and distribution of Submissions for any purpose, without acknowledgment or compensation to you.

Practices Regarding Use and Storage of Your Content

We may preserve Your Content and may also delete or disclose Your Content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests, (b) enforce these Terms, (c) respond to claims that any content violates the rights of third parties or (d) protect the rights, property, or personal safety of us, our users or the public.

We may establish practices and limits concerning use of the Services, including, without limitation, the maximum period of time that data or other content is retained by the Services and the maximum storage space that will be allotted on our servers on your behalf. We will have no responsibility or liability for the deletion or failure to store any data or other content maintained or Transmitted by or to the Services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time, such time to be determined in our sole discretion. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

Rewards

From time to time, we may make available to you certain offers and/or functionality that we call "Rewards." There are no membership fees associated with Rewards. Rewards are strictly promotional and have no cash value. In order to unlock an available Reward, you must select the Reward via the Rewards screen and complete the required action. For example, and without limitation, we may offer some number of free products or services to you if you complete a certain number of transactions in a limited period of time. Once unlocked, you may redeem or activate the Reward as long as it is available via your account. Each Reward is limited to one (1) per customer unless we expressly indicate otherwise. We reserve the right to change, modify and/or eliminate any and all Rewards, regardless of status (including, without limitation, Rewards that are available, unlocked or redeemed) at any time and in our sole discretion. Any changes, modifications or eliminations will be effective immediately upon release of an applicable update to the Services, and you waive any right you may have to receive specific and/or prior notice of any such changes, modifications or eliminations. If you take any action that results in the unlocking and/or redemption of any Reward and such action is deemed incomplete or voided for any reason whatsoever, we may deduct, remove or eliminate the applicable Reward in our sole discretion. Your Rewards are personal to you and may not be sold, transferred or assigned to, or shared with others or used by you for any commercial purpose.

Promotional Offers

From time to time, we may make available to you certain promotional offers.



Subject to the following terms and conditions:

- They apply only to orders shipped to a single address in a geographic region into which we regularly ship.
- They are limited to one discount per order and per customer, and cannot be combined with other discounts, offers or promotions.
- They have no cash value, and cannot be resold.
- If they have a minimum order requirement, the order value before tax must exceed the minimum order threshold for the offer to be activated.
- They do not apply to (a) any previous order(s), (b) express, priority, or overnight delivery, (c) taxes, (d) oversized items, (e) specially marked products, or (f) bulk or corporate purchases of ten (10) units or more.
- Except where required by law, they cannot be redeemed for cash, check, or credit.
- They do not affect normal retail prices (which are subject to change).

Dollars Off Offers (and similarly-themed offers in places with other currencies) are subject to the following terms and conditions:

- They are limited to one discount per order and per customer, and cannot be combined with other discounts, offers or promotions.
- They have no cash value, and cannot be resold.
- If they have a minimum order requirement, the order value before tax must exceed the minimum order threshold for the offer to be activated.
- They do not apply to (a) any previous order(s), (b) shipping, care, handling or taxes, (c) specially-marked products; or (d) bulk or corporate purchases of ten (10) units or more.
- Except where required by law, they cannot be redeemed for cash, check, or credit.
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Either you or we will have the right to elect to initiate binding arbitration to resolve any Dispute by providing the other party with written notice of such election. You and we each hereby agree, and agree in the further to take all steps required, to waive the right to litigate any Dispute in court, be it by way of court trial, jury trial or class action, and agree that: (1) such arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (the "Rules"), which are available [here](#) or by calling +1-800-778-7879; (2) the arbitration will be conducted by a single arbitrator appointed in accordance with the Rules; (3) the language of the arbitration will be English; (4) the arbitration will be conducted near the location where you reside; (5) we each hereby



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3. your own private store (fees apply), set up and run by you and hosted on our website ("Shop"); and
4. the stores of our retail partners, such as Amazon, eBay, and Walmart (each, a "Partner Store").

We sell only the blank items for you to customize, and the Services needed to fulfill orders for Your Products and any Products bearing Fan Art that you create. When you use the Services, you are the seller of Your Designs – not us – and you acknowledge and agree that you sell and are solely responsible for Your Designs.

You may not reproduce, duplicate, copy, sell, resell or otherwise exploit any part of the Services or Products except as permitted by these Terms. Any use of the Services other than as expressly authorized in these Terms is strictly prohibited. All rights not expressly granted in these Terms are hereby expressly reserved by us.

You acknowledge and agree that any Fan Art you create is owned by the third-party licensor, and you do not acquire or otherwise have any right, title or interest in or to the Fan Art. Our rights regarding use of your Fan Art are governed by these Terms and the terms and conditions of the licensing agreement between the third-party licensor and us and those terms and conditions may change from time to time.

By submitting Your Designs to us, you grant us a nonexclusive, worldwide, royalty- or commission-bearing, transferable, sublicensable right and license to reproduce, prepare derivative works based upon, distribute copies of, publicly perform, publicly display and otherwise use and exploit Your Designs in all media and sales channels, existing now or created in the future, as we deem appropriate to provide the Services including, without limitation:

- allowing you to design, market, make available for sale, sell, produce, reproduce and distribute Your Products;
- promoting, marketing and advertising Your Designs and/or Your Products by displaying them on the Website, marketing them through our affiliates and distribution and other partners, and featuring them in magazines, television shows, and movies;
- adding Your Designs to select additional blank items offered as Your Products if and as we deem appropriate;
- modifying Your Designs for purposes of improving the printing quality, display-ability, or enhancing their appearance on Your Products by cleaning up JPG artifacting, resizing to fit dimensions of the blank items to which you have chosen to apply Your Designs, adjusting colors for different printers and Products, and adjusting placement on Your Products; and
- promoting to you other services that we believe will be of interest to you.

Our right to sublicense is limited to third parties we use to provide the Services, process your orders, and/or Products.

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You represent and warrant that you either own Your Designs or have a written license or other valid permission from the applicable intellectual property rights owner(s) (for example, and without limitation, your photographer) to make Your Designs available to us for use with the Services and on Your Products. You further represent and warrant that you will abide by all requirements published through the Services in your creation and submission of any Fan Art.

Without limiting the generality of the foregoing paragraph, you acknowledge that we will need to work with Your Designs and Fan Art in order to provide you with the Services and to produce both virtual and actual units of Your Products. For example, and without limitation, we will copy, and we may need to display and/or modify, as well as stream, upload, post, publish, display, email or otherwise transmit or use (hereinafter, "Transmit"), Your Designs and any Fan Art when making Your Products, and we will distribute Your Designs when shipping Your Products. By the license granted above, you are giving us permission to do this. We will retain Your Designs and any Fan Art on our servers so that they will be available for your future use. This will make it easier for you to create new instances of Your Products or to use elements of Your Designs to create new art, sayings, phrases, text, materials, tags, data, photos, designs and other creations (the end result of which will also be Your Designs), all without the need to upload Your Designs or Fan Art again. We agree that our use of Your Designs and any Fan Art will be limited to our provision of the Services and the Products that we provide.

We reserve the right to reject any or all of Your Designs and any Fan Art if we determine, in our sole discretion, that they are inappropriate or otherwise inconsistent with the exercise of good judgment or the licensing agreement between us and the third-party licensor. For example, and without limitation, we may reject any of Your Designs or Fan Art that we believe would fall within the Prohibited Uses of the Services set forth below.

Our Intellectual Property

You acknowledge and agree that the Services contain software and content ("Our Intellectual Property") that is protected by copyright, patent, trademark, trade secret and/or other laws, regulations and rules and is owned by us and/or our licensors or affiliates.

Without limitation, unless otherwise designated, we own all of Our Intellectual Property, including, without limitation, all of the trademarks and logos used in connection with the Services ("Our Trademarks"). Nothing in these Terms or otherwise grants any license or right to use any of Our Trademarks. You may not delete, change or modify in any way the copyright, trademark or other intellectual property notices contained in the Services. All goodwill generated from the use of Our Trademarks will inure to our exclusive benefit.

The use of prints, images or screen captures from the Services is limited to your personal, non-commercial use. You may not use any data mining, robots, scraping or similar data gathering or extraction methods in connection with your use of the Services. You will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in or to Our Intellectual Property.

Third-party Intellectual Property

Certain of the Services and the Products contain images, photographs, layouts, designs and other content that may consist of the copyrights, trademarks, service marks, trade names and other intellectual property of third parties (collectively, the "Third-party Content"). Third-party Content is provided for your convenience for the specific purposes for which we have provided it. You may not use Third-party Content:

1. For any other purposes whatsoever without the prior express authorization of its owner;
2. Except solely as incorporated into a Product, or otherwise download it in its original, unaltered form outside the Service;



that would violate the Prohibited Uses of the Services section of these Terms; or service mark, or logo.

Prohibited Uses of the Services

You are solely responsible for Your Designs that you Transmit via the Services. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates these Terms, including, without limitation, removing any offending content from the Services, suspending or terminating any Account of such violator(s) and reporting such violator(s) to appropriate law enforcement authorities. As a condition for accessing and using the Services, you agree not to use the Services to:

1. Transmit any content that (a) is unlawful, threatening, abusive, harassing, tortious, violent, defamatory, libelous, slanderous, vulgar, obscene, pornographic (involving minors or otherwise), hateful or abusive, or otherwise similarly objectionable, (b) portrays any person depicted therein in a manner that a reasonable person would find offensive or portrays any person [1] in connection with pornography, "adult videos," adult entertainment venues, escort services, dating services, or the like, [2] in connection with the advertisement or promotion of tobacco products, [3] as endorsing a political party, candidate, elected official, or opinion, [4] as suffering from, or medicating for, a physical or mental ailment, or [5] engaging in immoral or criminal activities, (c) poses or creates a privacy or security risk to any person, (d) constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, contests, sweepstakes or any other form of solicitation, (e) characterizes any unlawful or immoral activity as acceptable, glamorous or desirable, (f) denigrates or offends any ethnic, racial, sexual or religious group, or persons who are physically or mentally challenged, (g) makes inappropriate use of swastikas or other symbols of racism or intolerance and/or glamorizes the actions of Hitler or other individuals or groups advocating ethnic cleansing, genocide, the erasure or destruction of a country, civilization or ethnic group, or similar activities, (h) uses messages, marks or symbols that support cults or conspiracy theories that have been disproven or that are rooted, in whole or in part, in intolerance, or (i) contains images or likeness of minors without the valid authority to do so;
2. Harass another person by any means including, without limitation, by using their email account, address or password, or falsely state or otherwise misrepresent your affiliation with any person or entity;
3. Violate any applicable local, state, national or international law, regulation or rule;
4. Transmit or make available any content that you do not have the lawful right to Transmit, that would infringe the intellectual or proprietary rights of any third party (including, without limitation, copyright, trade secret, trademark, service mark or patent rights), or that would violate any person's right of privacy or publicity;
5. Engage in any conduct that would interrupt, destroy, limit or harm the Services or enable you to gain unauthorized access to the Services, including, without limitation, by using viruses, Trojan horses, worms or malicious computer code, programs or files;
6. Reproduce, copy, sell, or commercially use (including, without limitation, the right to access) the Services;
7. Solicit personal information from anyone under the age of eighteen (18);
8. Harvest or collect email addresses or other contact information of other users from the Services by electronic or other means; or
9. Further or promote any criminal activity or provide instructional information about illegal activities.

In case of any violation of the above Terms, and without limitation, we reserve the right to terminate your Account and/or block you from accessing the Services and disclose any information if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests, (b) enforce these Terms, (c) respond to claims that any content violates the rights of third parties or (d) protect the rights, property, or personal safety of us, our users or the public.

Information You Provide

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Comments, suggestions, ideas, feedback or other information about the Services ("Submissions") are non-confidential, and we will be entitled to the unrestricted use and distribution of

Submissions for any purpose, without acknowledgment or compensation to you.

Practices Regarding Use and Storage of Your Designs

We may preserve Your Designs and any Fan Art and may also delete or disclose Your Designs if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests, (b) enforce these Terms, (c) respond to claims that any content violates the rights of third parties or (d) protect the rights, property, or personal safety of us, our users or the public.

We may establish practices and limits concerning use of the Services, including, without limitation, the maximum period of time that data or other content is retained by the Services and the maximum storage space that will be allotted on our servers on your behalf. We will have no responsibility or liability for the deletion or failure to store any data or other Content maintained or Transmitted by or to the Services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time, such time to be determined in our sole discretion. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

Third-party Sites, Products & Services

You may enable various online services, such as social networking sites, to be directly integrated into your experience with the Services. To take advantage of these features, we may ask you to register for, or log into, the services of their respective providers. By enabling third-party services within the Services, you are allowing and authorizing us (a) to pass your log-in information to these service providers for this purpose and (b) to receive information and content from such third-party services. Please remember that the manner in which third-party services use, store and disclose your information is governed solely by the policies of such third parties, and we will have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Services. We make no representations or warranties concerning such third-party sites, services or products, and, accordingly, we are not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party sites, services and/or products.

Cookies

Our websites use "cookies." Cookies are small text files that reside on your device and identify you as a unique user. Cookies allow us to, among other things, measure activity and personalize your experience. For example, and without limitation, cookies enable us to remember your viewing preferences without requiring you to re-type a username or password. If you choose, you can set your device to reject cookies, or you can manually delete individual or all cookies on your device. However, if you reject or delete cookies, you may have some trouble accessing and using some of the pages and features on our websites. We also use other common information-gathering tools such as web beacons and embedded web links.

Fees

We charge a fee for any Shop you decide to set up, and offer two different payment plans for your convenience:

Payment Plan 1: No Up-Front Cost

We will have the right to deduct ten percent (10%) per month from your commission Payments, up to a maximum deduction of Ten Dollars (\$10.00) per month.

Examples:

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If you earn a Thirty Dollar (\$30.00) commission Payment for the month, we will have the right to deduct ten percent (10%), or Three Dollars (\$3.00) and make a Payment to you of Twenty-Seven Dollars (\$27.00).

If you earn a Three-Hundred Dollar (\$300.00) commission Payment for the month, we will have the right to deduct only up to Ten Dollars (\$10.00), i.e., not the full Ten Percent (10%), which would be Thirty Dollars (\$30.00), so you get a Payment of Two Hundred Ninety Dollars (\$290.00).

Payment Plan 2: Pre-pay & Save Money

We will have the right to bill your credit card based on the option you select as follows:

- Six Dollars and Ninety-Five Cents (\$6.95) per month
- Eighteen Dollars and Forty-Five Cents (\$18.45) per Three (3) months (i.e., Six Dollars and Fifteen Cents (\$6.15) per month)
- Thirty-Four Dollars and Ninety-Five Cents (\$34.95) per six (6) months (i.e., Five Dollars and Eighty-Three Cents (\$5.83) per month)
- Fifty-Nine Dollars and Ninety-Five Cents (\$59.95) per year (i.e., Five Dollars (\$5.00) per month)

Payments

To the extent to which the Services and/or Your Products or any portion thereof are made available for any fee or charge (including, without limitation, shipping and handling charges), you will be required to select a form of payment and provide us information regarding your credit card or other form of payment authorized by us. You represent and warrant that such information is true and correct and that you are authorized to use the selected form of payment. When you make a payment, you authorize us (and our designated payment processor(s)) to charge the full amount to the payment source you designate for the transaction. You will promptly update your Account information with any changes (for example, and without limitation, a change in your billing address or credit card expiration date) that may occur. You will pay us all fees and charges incurred in accordance with the authorized form of payment and these Terms. If you dispute any fees or charges, you will let us know within sixty (60) days after the date that we invoice or otherwise charge you, and give us the opportunity to remediate any problem which you believe entitles you to dispute those fees or charges. You hereby grant to us the right to fix any payment processing errors that we may discover, and the right to correct any such processing errors by debiting or crediting the payment method used for the transaction found to be in error.

You will be paid a commission (individually a, "Payment" or "Payments") for all Your Products sold using the Services.

For Your Products sold through the Marketplace or a Partner Store, we will have the right to determine retail prices and any discounts in our sole discretion. You will receive a commission calculated as five percent (5%) of net revenue for each unit of Your Products sold, excluding shipping and handling charges, discounts, rebates, refunds, returns, third-party licensor royalties (for Fan Art), platform fees, transaction fees and taxes.

For Your Products sold through a Shop, we will have the right to determine a base price for each Product in our sole discretion, and you will choose a markup, such that retail price equals the sum of base price plus your chosen markup. You will receive a commission calculated as your markup less a proportional share of any refunds, returns and third-party licensor royalties (for Fan Art).

Taxes: You are responsible for determining what, if any, taxes apply to Payments you receive, for maintaining any required documentation, and for collecting, reporting and remitting taxes to the appropriate authorities.

Timing of Payments: As you sell Your Products, commissions will accumulate in your Account. You will be paid



balance reaches your designated payment threshold. Payments will be automatically made after the last day of the calendar month during which your Account balance reaches the

Disclaimer of Warranties

YOU ACKNOWLEDGE THAT THE SERVICES AND THE PRODUCTS ARE PROVIDED "AS IS, AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND OTHER THAN AS SET FORTH IN THE RETURNS AND REFUNDS SECTION OF THESE TERMS. WE HEREBY DISCLAIM ALL OTHER WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES (A) WITH RESPECT TO THE SERVICES AND THE PRODUCTS (INCLUDING, WITHOUT LIMITATION, THEIR QUALITY, AVAILABILITY, PERFORMANCE AND FUNCTIONALITY), (B) WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES, (C) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR OPERATE ON OR WITH ANY PARTICULAR HARDWARE, PLATFORM OR SOFTWARE, (D) OF NON-INFRINGEMENT, (E) OF MERCHANTABILITY, AND (F) OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY US OR OUR REPRESENTATIVES WILL BE DEEMED TO CREATE A WARRANTY.

Limitation of Liability – General

WE WILL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF OUR CONTROL. IN NO EVENT WILL WE BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION, OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. WE WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM (A) THE USE OF OR THE INABILITY TO USE THE SERVICES, (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES OR (E) ANY PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY RESULT FROM THE USE OF ANY OF THE PRODUCTS. IN NO EVENT WILL OUR LIABILITY TO YOU EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR ANY AMOUNTS ACTUALLY PAID BY YOU TO US FOR THE SPECIFIC SERVICES OR PRODUCTS AT ISSUE DURING THE SIX (6) MONTHS PRIOR TO THE DATE ON WHICH THE BASIS FOR THE DISPUTE HAS OCCURRED. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OR OUT OF THE SERVICES AND/OR THE PRODUCTS MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY DAMAGES AS CONTAINED IN THESE TERMS AND, IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Limitation of Liability – Film, Prints and Negatives

WE STRONGLY SUGGEST THAT YOU DO NOT PROVIDE US WITH ORIGINAL DIGITAL FILES, FILM, PRINTS OR NEGATIVES WITHOUT RETAINING A COPY. IF YOUR DIGITAL FILES, FILM, PRINTS OR NEGATIVES ARE DAMAGED, LOST OR OTHERWISE NOT RETURNED, OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY WILL BE AS SET FORTH IN THE PARAGRAPH IMMEDIATELY ABOVE.

Limitation of Liability – Data and Usage Restrictions

WE WILL NOT BE LIABLE IN ANY MANNER FOR ANY DATA OR USAGE LIMITS, CAPS OR RESTRICTIONS, OR ANY RATES OR CHARGES, APPLIED TO OR ASSESSED ON YOUR MOBILE DEVICE BY ANY THIRD PARTY THAT RESULT FROM YOUR USE OF THE SERVICES OR OTHERWISE. WE SUGGEST THAT, WHEN AVAILABLE, YOU USE YOUR MOBILE DEVICE WITH AN UNMETERED WI-FI CONNECTION IN ORDER TO MINIMIZE THE LIKELIHOOD OF ANY OF THE FOREGOING OCCURRING TO YOU.

Copyright

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ual property rights of others and ask you to do the same. In accordance with the Digital Millennium Copyright Act (DMCA), if you believe that your work has been used in a way that constitutes

copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with the following information, using the contact form provided on our website or in the app tray or drawer of the mobile application you are using, if available, as the case may be. (You may also contact us by mail at 23801 Calabasas Road, Suite 2005, Calabasas, California 91302, USA.

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site, along with links to the material at issue;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf;
- your address, telephone number, and email address; and
- an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Counter-Notice: If you believe that the content that was removed (or to which access has been disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to law to post and use the content, you may send a written counter-notice containing the following information to us:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within the Central District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement or an agent of such person.

If a counter-notice is received by us, we will send a copy of the counter-notice to the original complaining party/copyright owner. In accordance with applicable law, we may replace or restore access to the removed content unless the original complaining party/copyright owner notifies us that it is seeking a court order against the alleged infringing party to prevent further infringement of the content at issue.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and in our sole discretion, the accounts of users who are deemed to be repeat infringers.

Termination, Deactivation and Suspension

Our Rights: You or we may terminate your Account at any time. If you violate these Terms, we also will have the right to deactivate or limit your access to the Services, remove any or all of Your Designs and/or Your Products from the Website, our servers and/or directories, and ban you from use of the Website by any available means including, without limitation, blocking your IP address. You agree that any termination, limitation and/or deactivation may be effected by us without prior notice, and that we may immediately delete all related information, files and content in your Account. We will not be liable in any manner for such termination,

Your Rights: Depending on the type of Account you have established, you may be able to terminate (i.e., close) your Account by completing the online Account termination form.

Your Obligations: On termination of your Account (by you or by us), you must immediately remove all links to the Services and stop representing yourself as a user of the Services.

Termination Fees: If you use the Services and earn any Payments, and your Account is terminated (by you or by us), we will charge you a Twenty-Five Dollar (\$25.00) processing fee ("Processing Fee") and we will have the right to deduct that amount from any remaining Payment(s) sent to you. If your Account contains less than the Processing Fee, we will have the right to keep the entire Account balance, such that you will not receive any further Payment.

Waiver: Any Payment which is outstanding and unclaimed for twelve (12) months or more after it is made to you becomes our sole property to retain or otherwise dispose of as we determine, in our sole discretion, without liability to you or anyone else.

Special Notice for International Use; Export Controls

All software available in connection with the Services and the transmission of applicable data, if any, is subject to United States export controls. No software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using such software is at your sole risk, and you must comply with all international and domestic law, regulations and rules regarding your use of the Services.

Indemnification

You hereby release, indemnify and hold us and our parents, subsidiaries, affiliates, officers, directors, managers, employees, attorneys, representatives and agents, harmless from and against all claims, costs, damages, losses, liabilities, and expenses (including, without limitation, attorneys' fees and costs), actions and damages of all kinds based on, arising out of or in connection with your use of the Services, Your Designs, Your Products and/or Products, your breach of these Terms and/or your use of any third-party site, service and/or product . If you are a California resident, you hereby waive California Civil Code Section 1542, which states that: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, and that if known by him would have materially affected his settlement with the debtor or released party." If you are a resident of another jurisdiction, you hereby waive any comparable statute or doctrine.

Privacy Policy

The terms of our Privacy Policy are hereby incorporated by reference into these Terms.

Class-Action Waiver and Agreement to Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THAT YOU AND WE MAY HAVE WITH EACH OTHER BY USING INDIVIDUAL ARBITRATION, WHICH IS FINAL AND BINDING. IN INDIVIDUAL ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND POTENTIAL FOR APPELLATE REVIEW THAN IN COURT. THIS ARBITRATION CLAUSE WILL SURVIVE TERMINATION OF THESE TERMS.

ANY DISPUTE OR CLAIM MADE BY YOU AGAINST US ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE AND/OR YOUR PURCHASE AND/OR USE OF YOUR PRODUCT(S), REGARDLESS OF WHETHER SUCH DISPUTE OR CLAIM IS BASED IN CONTRACT, TORT, PRODUCTS LIABILITY, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY (TOGETHER, A "DISPUTE") WILL BE RESOLVED BY ARBITRATION, AS DESCRIBED BELOW.

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Either you or we will have the right to elect to initiate binding arbitration to resolve any Dispute by providing the other party with written notice of such election. You and we each hereby agree, and agree in the further to take all steps required, to waive the right to litigate any Dispute in court, be it by way of court trial, jury trial or class action, and agree that: (1) such arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (the "Rules"), which are available at

https://www.adr.org/sites/default/files/CommercialRules_Web.pdf by calling +1-800-778-7879; (2) the arbitration will be conducted by one arbitrator appointed in accordance with the Rules; (3) the language of the arbitration will be English; (4) the arbitration will be conducted near the location where you reside; (5) we each hereby irrevocably consent and submit to exclusive personal jurisdiction and venue as such for the purposes of arbitrating any such action; (6) the arbitrator in such arbitration will be without jurisdiction to conduct a class arbitration or other representative proceeding, and may not consolidate one person's claims with another; (7) all issues of enforceability of this arbitration provision, including, without limitation, issues relating to scope, validity, and unconscionability, will be decided by the arbitrator; (8) the entirety of any arbitration will be confidential, and neither you nor we will have any right to disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (9) payment of all arbitrator compensation, expenses, and administrative fees (which include, without limitation, filing and hearing fees) will be governed by the Rules; (10) each of us will bear our own fees and costs related to any arbitration, including, without limitation, the expense of our respective counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration; and (11) notwithstanding (9) and (10) above, the arbitrator will have the right to re-allocate his or her compensation, expenses and/or administrative fees, as well as your and our fees and costs related to the arbitration, if he or she determines that a claim, defense and/or counterclaim was filed for purposes of harassment or is patently frivolous.

WHETHER IN INDIVIDUAL ARBITRATION OR COURT, YOU AND WE EACH WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, CONSOLIDATED ACTION, OR OTHER REPRESENTATIVE ACTION. YOU AND WE MAY EACH SEEK RELIEF ONLY ON OUR OWN BEHALVES, AND ONLY TO THE EXTENT NECESSARY TO REMEDY INDIVIDUAL CLAIMS. THIS CLASS ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF THIS ARBITRATION PROVISION.

In the event that this arbitration provision is found to be invalid, illegal or unenforceable, a modified provision will be substituted that carries out as nearly as possible your and our original intent as evidenced solely by the language above, and the validity, legality and enforceability of any of the remaining provisions of these Terms will not in any way be affected or impaired thereby. If for any reason this arbitration provision is deemed inapplicable, invalid, illegal or unenforceable, you and we each hereby waive, to the fullest extent allowed by law, any right to a jury trial, any right to recover punitive or exemplary damages, and any right to pursue any claims on a class, collective, or consolidated basis or in a representative capacity.

Judgment on any arbitration award may be entered in any court having proper jurisdiction.

Miscellaneous

We reserve the right to change these Terms at any time, effective immediately upon posting here. Any updates, new services or modifications of existing services will be governed by these Terms. The continued use of the Services following the posting of changes to these Terms constitutes your acceptance to such changes. We strongly encourage you to periodically review these Terms. All prices and features of the Services and the Products are subject to change without notice.

We reserve the right to modify, discontinue or suspend, temporarily or permanently, any of the Services (or any part thereof) and/or Your Products, with or without notice. You agree that we will not be liable to you or to any third party for any modification, discontinuance or suspension of any of the Services or Your Products.

Any communication we receive from you will be considered NOT to be confidential (other than information we may agree to keep confidential under our Privacy Policy). By sending us any information (other than information

works based upon, distribute copies of, publicly perform, publicly display and otherwise use and exploit that information.

These Terms constitute the entire agreement between you and us governing your use of the Services, Your Designs, Your Products, Products and all Payments. If there is any conflict or inconsistency between these Terms or any other terms or conditions available elsewhere regarding the Services, Your Designs, Your Products, Products and/or any Payments, these Terms will govern and be given precedence; provided, however, that if there is any conflict or inconsistency between these Terms and the primary Terms of Use posted by us for all users of the Services (as opposed to only those users who upload their original art, sayings, phrases, text, materials, tags, data, photos, designs and other creations, and apply them to a variety of blank items to create virtual products bearing their designs), the primary Terms of Use will govern and be given precedence.

The waiver of any right under these Terms will not operate as past, present or future waiver of that right or of any other right. No waiver will be effective in any case unless acknowledged and agreed to by us in writing.

In the event that any provision of these Terms is found to be invalid, illegal or unenforceable, a modified provision will be substituted that carries out as nearly as possible your and our original intent as evidenced solely by the language of these Terms, and the validity, legality and enforceability of any of the remaining provisions of these Terms will not in any way be affected or impaired thereby. No joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or the use of the Services. We have the right to assign any or all of our rights and obligations under these Terms at any time; however, all rights that you may have under these Terms or otherwise in and to the Services may not be assigned by you.

Nothing contained in these Terms will be deemed to create, or be construed as creating, any third-party beneficiary right of action upon any third party, in any manner whatsoever.

The Services are offered by us, and we are located at 23801 Calabasas Road, Suite 2005, Calabasas, California 91302, USA. If you are a California resident, you may have a copy of these Terms emailed to you by sending a letter to the foregoing address with your email address and a request for such Terms.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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Exhibit 5

Home > Whois Lookup > CafePress.com

Whois Record for CafePress.com

— Domain Profile

Registrant	REDACTED FOR PRIVACY (DT)
Registrant Org	PlanetArt
Registrant Country	us
Registrar	GANDI SAS Gandi SAS IANA ID: 81 URL: http://www.gandi.net Whois Server: whois.gandi.net abuse@support.gandi.net (p) 33170377661
Registrar Status	clientTransferProhibited
Dates	8,739 days old Created on 1997-06-19 Expires on 2022-06-18 Updated on 2021-02-16
Name Servers	NS-1525.AWSDNS-62.ORG (has 35,143 domains) NS-1811.AWSDNS-34.CO.UK (has 435 domains) NS-400.AWSDNS-50.COM (has 6,694 domains) NS-947.AWSDNS-54.NET (has 225 domains)
Tech Contact	REDACTED FOR PRIVACY (DT) REDACTED FOR PRIVACY REDACTED FOR PRIVACY, REDACTED FOR PRIVACY, REDACTED FOR PRIVACY, REDACTED FOR PRIVACY, REDACTED FOR PRIVACY
IP Address	13.224.7.49 - 1,249 other sites hosted on this server
IP Location	 - Washington - Seattle - Amazon.com Inc.
ASN	 AS16509 AMAZON-02, US (registered May 04, 2000)
Domain Status	Registered And Active Website
IP History	99 changes on 99 unique IP addresses over 16 years
Registrar History	5 registrars with 1 drop
Hosting History	5 changes on 5 unique name servers over 14 years

— Website

Website Title	 500 SSL negotiation failed:	Edit
---------------	---	----------------------

Response Code	500	Edit
---------------	-----	----------------------

Whois Record (last updated on 2021-05-23)

```
Domain Name: cafepress.com
Registry Domain ID: 4176362_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.gandi.net
Registrar URL: http://www.gandi.net
Updated Date: 2021-02-16T23:02:36+00:00
                2021-02-16
Creation Date: 1997-06-20T04:00:00+00:00
                1997-06-20
Registrar Registration Expiration Date: 2022-06-19T04:00:00+00:00
                2022-06-19
Registrar: GANDI SAS
                Gandi SAS
Sponsoring Registrar IANA ID: 81
Registrar Abuse Contact Email: abuse@support.gandi.net
Registrar Abuse Contact Phone: 33170377661
Status:
                clientTransferProhibited
Registry Registrant ID: REDACTED FOR PRIVACY
Registrant Name: REDACTED FOR PRIVACY (DT)
Registrant Organization: PlanetArt
Registrant Street: REDACTED FOR PRIVACY
Registrant City: REDACTED FOR PRIVACY
Registrant State/Province: California
Registrant Postal Code: REDACTED FOR PRIVACY
Registrant Country: us
Registrant Phone:
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: REDACTED FOR PRIVACY (DT)
Registry Admin ID: REDACTED FOR PRIVACY
Admin Name: REDACTED FOR PRIVACY (DT)
Admin Organization: REDACTED FOR PRIVACY
Admin Street: REDACTED FOR PRIVACY
Admin City: REDACTED FOR PRIVACY
Admin State/Province: REDACTED FOR PRIVACY
Admin Postal Code: REDACTED FOR PRIVACY
Admin Country: REDACTED FOR PRIVACY
Admin Phone:
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: REDACTED FOR PRIVACY (DT)
Registry Tech ID: REDACTED FOR PRIVACY
Tech Name: REDACTED FOR PRIVACY (DT)
Tech Organization: REDACTED FOR PRIVACY
Tech Street: REDACTED FOR PRIVACY
Tech City: REDACTED FOR PRIVACY
Tech State/Province: REDACTED FOR PRIVACY
Tech Postal Code: REDACTED FOR PRIVACY
Tech Country: REDACTED FOR PRIVACY
Tech Phone:
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
```

Tech Email: REDACTED FOR PRIVACY (DT)

Registry Billing ID:

Billing Name:

Billing Organization:

Billing Street:

Billing City:

Billing State/Province:

Billing Postal Code:

Billing Country:

Billing Phone:

Billing Phone Ext:

Billing Fax:

Billing Fax Ext:

Billing Email:

Nameservers:

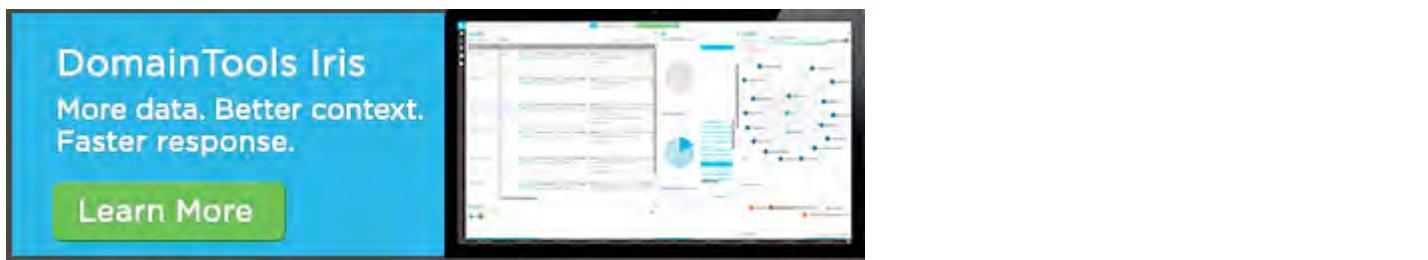
ns-1525.awsdns-62.org

ns-1811.awsdns-34.co.uk

ns-400.awsdns-50.com

ns-947.awsdns-54.net

DNSSEC: Unsigned



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Hosting History

Monitor Domain Properties



Reverse IP Address Lookup



Network Tools



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The following domains are available through our preferred partners. Select domains below for more information. (3rd party site)

- Taken domain.
- Available domain.
- Deleted previously owned domain.

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Exhibit 6



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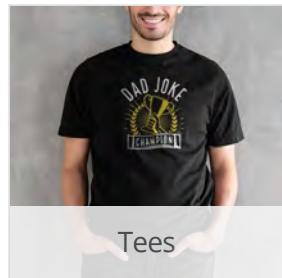
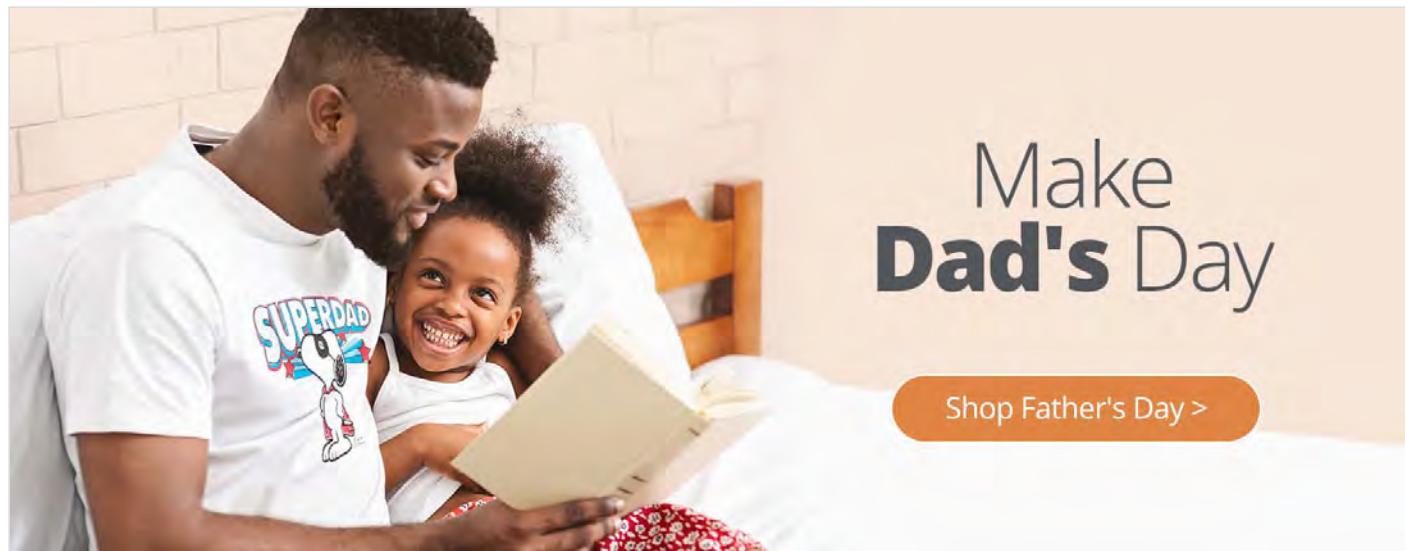


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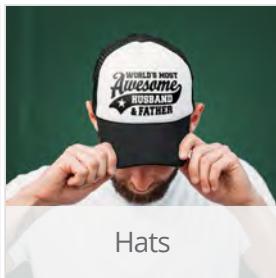
Make His **Father's Day** Memorable



Tees



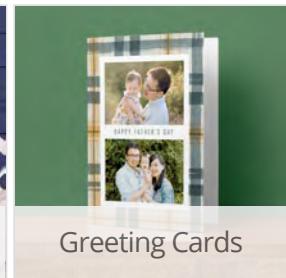
Mugs



Hats



Aprons

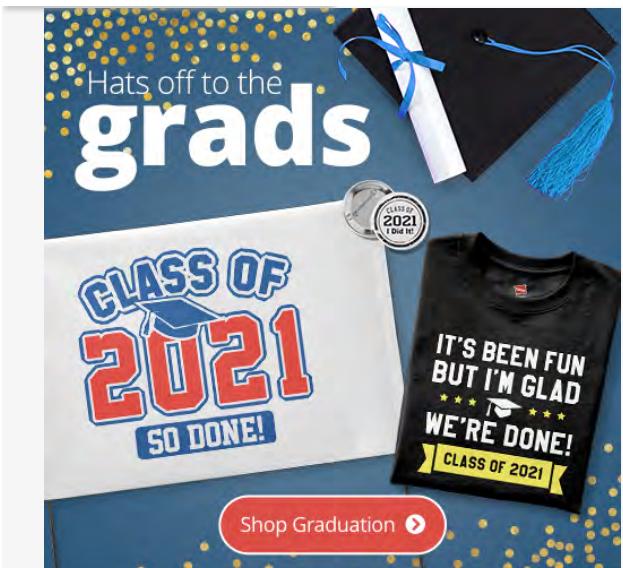


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Graduation



Marvel



Americana



Pride



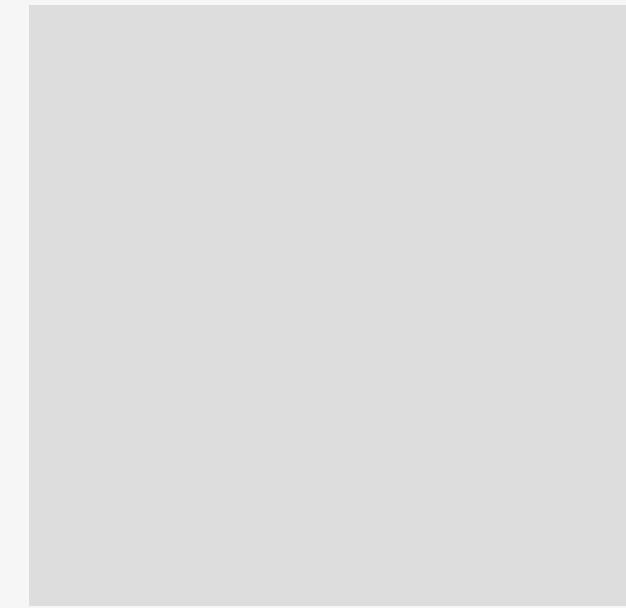
Summer Fun



Military

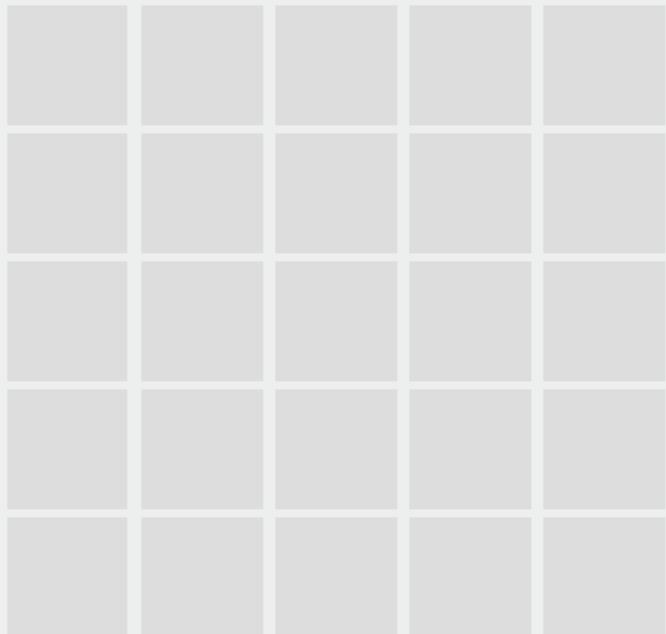


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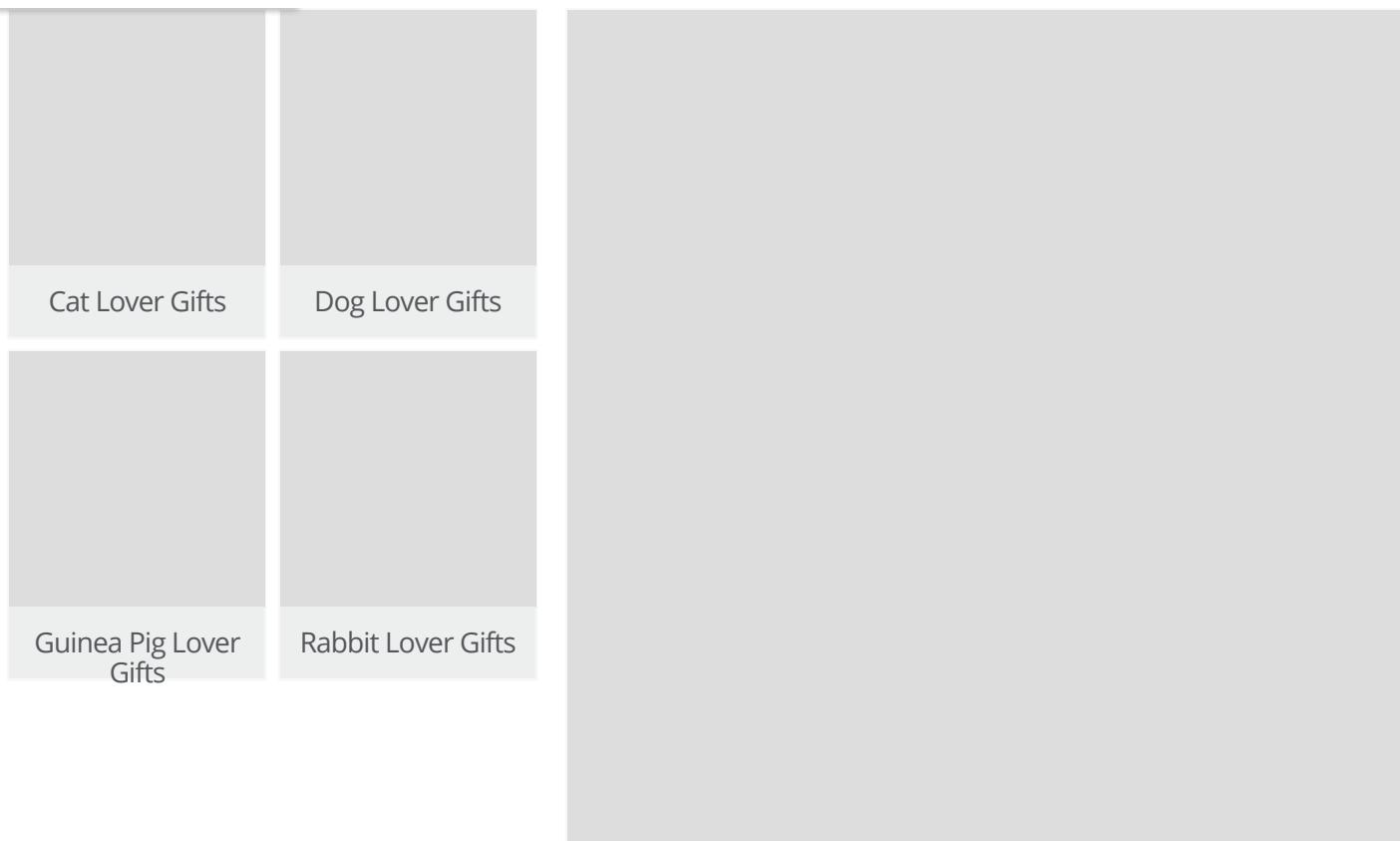


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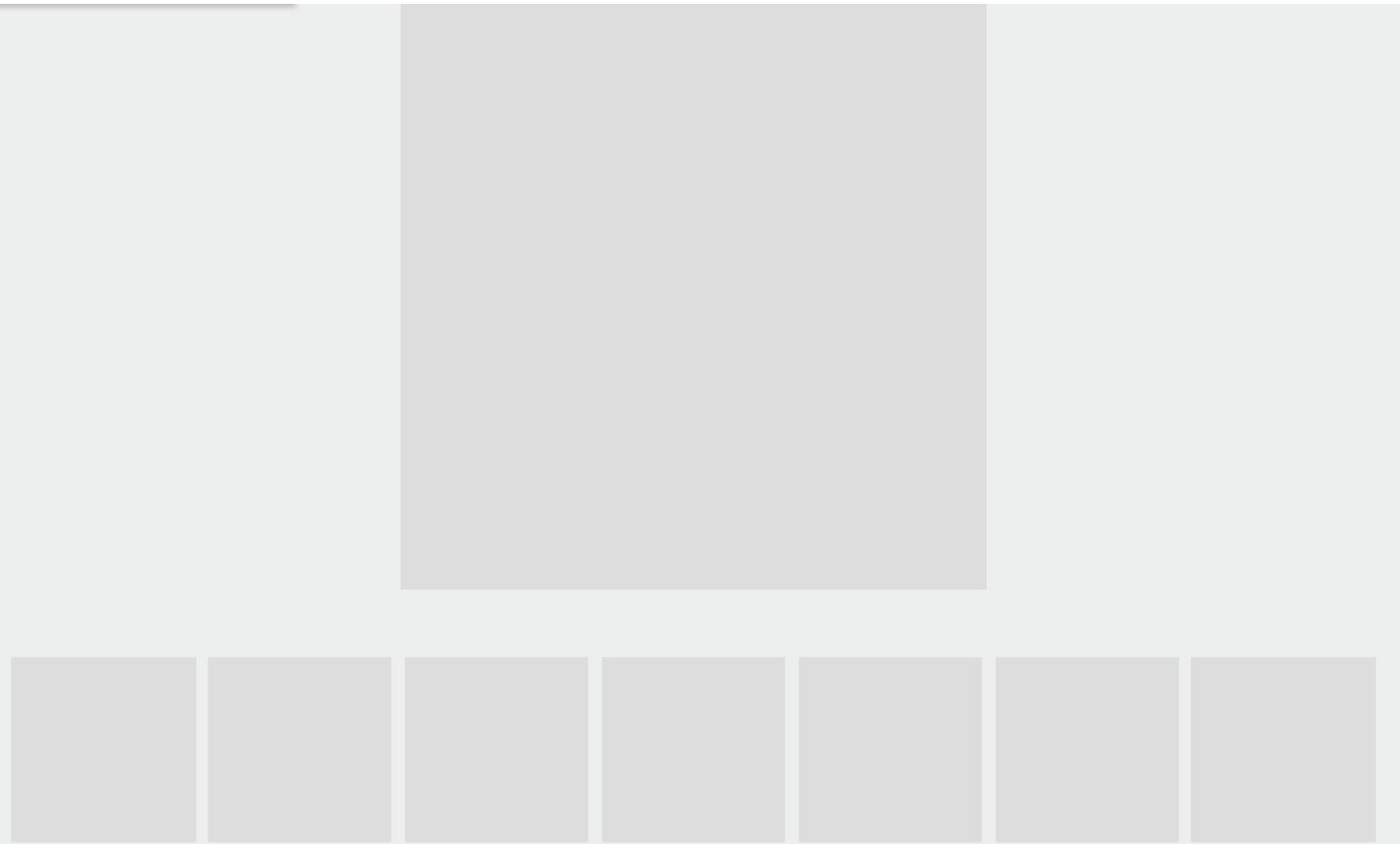
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